IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

MONDAY, THE NINETEENTH DAY OF SEPTEMBER
TWO THOUSAND AND FIVE

PRESENT

THE HON'BLE MR JUSTICE B.SESHASAYANA REDDY

-

WRIT PETITION NO : 18461 of 2004

Between:

E. Sekhar Reddy, S/o. E. Bal Reddy,
r/o. H.NO. 1-5-1077, near Jain Mandir,

Kothapet, Hyderabad - 60.

..... PETITIONER

AND

1. The Hyderabad Urban Development Authority,

1-8-323, Paigah Palace, Police Lines,
Rasoolpura, Secunderabad - 500 003.

2. The Administrative Officer (Estates)

Hyderabad Urban Development Authority,

1-8-323, Paigagh Palace, Police Line, Rasoolpura,

Secunderabad - 500 003.

...RESPONDENTS

* * *

ORDER:

This writ petition has been filed by E.Sekhar Reddy with a prayer to issue a writ, order or direction in the nature of Writ of Mandamus, directing the respondents to receive Rs.9,000/- and execute a registered sale deed in favour of the petitioner for plot No.110 LIG Mushkamahal Complex, Hyderabad.

2. The writ petitioner has been allotted plot-bearing No.110 LIG at Mushkamahal Complex, Hyderabad, by the Hyderabad Urban Development Authority under letter No. HUDA/EMU/10509/79 dated 01.03.1985. He made initial payment of Rs.3,000/- as per the allotment letter. Subsequently, he did not make any payment. According to him, he did not receive any intimation from the respondents requiring him to pay the balance amount. He made enquiries with the authorities and came to know that allotment of plot in his favour was cancelled under proceedings dated 02.7.2004. Hence, the writ petition.

3. A counter-affidavit has been filed by the respondents. It is stated in the counter-affidavit that notices have been sent to the petitioner to pay the balance amount and subsequently publication has been made requiring him to pay the balance amount. As there is no response from the petitioner, allotment of plot in his favour came to be cancelled under proceedings dated 02.7.2004. Para 6 of the counter-affidavit reads as follows:

> "In reply to para No.4 the respondent respectfully submits that the cancellation of the allotment of the plot was made as per the terms and conditions of the allotment i.e., non-payment of the final cost of the plot. As per notice dated 16.05.1986, the petitioner has to pay the difference cost of Rs.9,000/- on or before 25.08.1986, but the petitioner could not paid the said amount. After that the respondent was cancelled the said plot on 13.06.2001. The respondent has given an opportunity for 15 years for payment of the balance amount. This respondent was issued several notices dated 02.09.1992, 04.11.1992, 19.12.1992, 29.12.1994 and 25.05.1999 for payment of balance amount. But the petitioner could not pay the said amount. Finally, a notification was issued

in Deccan Chronicle newspaper on 26.04.2001. After making all efforts the said plot was cancelled on 13.06.2001 by forfeiting the amount paid by the petitioner. Regarding the forfeiture of the amount there was a condition No.2 in the affidavit submitted by the petitioner is as follows:

I have read the instructions and other terms and conditions of the allotment and agree to abide by all the conditions of allotment. I further agree for the forfeiture of the authority of EMD and initial deposit paid by me, if I fail to abide by the conditions of the allotment or in case of my withdrawal from the allotment and I will have no claim whatsoever for their refund.

The petitioner has failed to pay the difference amount within stipulated time as per condition No.4 of the allotment notice and as per the above condition No.2 of the affidavit, it is liable to forfeiture of the amount and cancellation of the allotment."

4. Heard the learned counsel for the petitioner and the learned Standing Counsel appearing for the respondents.

5. Learned counsel for the petitioner submits that as the petitioner paid even 80% of the costs on 04.06.1985 and since he did not receive any communication with regard to the balance amount, he did not comply the demand of the respondents with regard to the final price. He further submits that the petitioner was not given any notice before cancellation of the allotment and therefore, it amounts to violation of principles of natural justice.

6. Learned Standing Counsel for the respondents submits that number of notices were sent to the petitioner demanding him to pay the balance amount and the said notices returned unserved and thereafter a publication had been given in a newspaper and even then the petitioner did not respond and consequently the allotment made in his favour came to be cancelled under proceedings dated 02.07.2004. He placed on record the registered letters returned unserved addressed to the petitioner. Copy of the publication effected in the Deccan Chronicle has also placed on record. It indicates that every effort has been made by the respondents to inform the petitioner with regard to balance amount, which he is required to pay.

7. It is the case of the petitioner that he did not receive any communication from the respondents since the allotment of plot i.e., from the year 1985. He filed the writ petition in the year 2004. Had he been vigilant, he would have made enquiries with the authorities within a reasonable time. He has to blame himself for the laches on his part. The respondents made every effort to serve notice on the petitioner

requiring him to the final price of the plot. Therefore, the action of the respondents in cancelling the allotment cannot be faulted.

8. In the result, the writ petition is devoid of merits and the same is dismissed. If the writ petitioner is entitled for return of EMD amount paid by him towards the plot, he is at liberty to take any proceedings for recovery of the same. No costs.

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B.SESHASAYANA REDDY, J.

Date: 19th September 2005.

BSB